



STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	Docket HWCA 97/98-1008
)	
Jerrold E. Arbini)	CONSENT ORDER
OLS Inc. (Salem Kroger))	
1325 Schwab Street)	Health and Safety Code
Red Bluff, CA 96080)	Section 25187
)	
EPA ID # CAC001353904)	
)	
Respondent.)	
)	

The State Department of Toxic Substances Control
(Department) and Salem Kroger (Respondent) enter into this
Consent Order and agree as follows:

1. Respondent generates hazardous waste at 1325 Schwab
Street, Red Bluff, California (Site).

2. The Department inspected the Site October 16, 1997.

3. The Department alleges the following violation:

On or about October 16, 1997, Salem Kroger violated Division 20,
Chapter 6.5, California Health and Safety Code, Section 25201(a),
in that hazardous waste (HW) was stored onsite in containers for
greater than 90 days without a permit or authorization, to wit:
Salem Kroger stored five 55 gallon drums of paint waste for over
five years.

4. A dispute exists regarding the alleged violation.

5. The parties wish to avoid the expense of litigation
and to ensure prompt compliance.

6. Jurisdiction exists pursuant to Health and Safety Code (HSC) section 25187.

7. Respondent waives any right to a hearing in this matter.

8. This Consent Order shall constitute full settlement of the violation alleged above, but does not limit the Department from taking appropriate enforcement action concerning other violations.

9. By entering into this Consent Order, the Respondent does not admit the violation alleged above.

10. Respondent has achieved compliance on the alleged violation.

11. Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

PAYMENTS

12. Respondent shall pay the Department a total of \$ 4,500, which is reimbursement of the Department's costs. Respondent shall make a payment of \$2,250 within 30 days of the effective date of this Consent Order. Respondent shall pay the balance of \$2,250 within 6 months of the effective date of this

Consent Order. Respondent's checks shall be made payable to Department of Toxic Substances Control, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st Floor
P. O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent:

To: Mr. Paul S. Kewin
Statewide Compliance Division
Department of Toxic Substances Control
10151 Croydon Way, Suite 3
Sacramento, CA 95827-2106

To: Ms. Marilee Hanson
Senior Staff Counsel
Office of Legal Counsel
Department of Toxic Substances Control
1001 I Street, 23rd Floor
P. O. Box 806
Sacramento, California 95812-0806

If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to HSC § 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

OTHER PROVISIONS

13. Additional Enforcement Actions: By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to the extent provided in this Consent Order.

14. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants,

successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Consent Order.

15. Effective Date: The effective date of this Consent Order is the date it is signed by the Department.

16. Integration: This agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as provided in this agreement.

Dated: January 30, 2001

Original signed by Craig Jackson
Signature of Respondent's
Representative

Craig Jackson (Manager)
Typed or Printed Name and
Title of Respondent's
Representative

Dated: February 1, 2001

Original signed by Paul S. Kewin
Paul S. Kewin, Unit Chief
Department of Toxic Substances
Control